

CB&T E-TELLER BANKING AGREEMENT

Citizens Bank & Trust Company

This Home Banking Agreement (Agreement) is made this day, _____, by and between Citizens Bank and Trust Company, Marks, Mississippi (the Bank) and _____ (the Customer), who has applied for use of CB&T e-Teller home banking services or any person authorized by the customer to use the customer's CB&T e-Teller Service (collectively, the Customer, the Customer's authorized person) and sets forth the terms governing the provision of CB&T e-Teller services to the Customer. This Home Banking Agreement describes the Customer's and the Bank's rights, responsibilities and obligations.

I. Definitions.

"**Customer**" means an account **owner** whether individual, business, corporation, partnership, etc.

"**Account**" means a checking, savings, or money market deposit account that the Customer has with the Bank for personal, family, household or business use.

"**Account Access**" (Access) means the Customer's ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"**Account Agreement**" means the agreement between the Customer and the Bank that governs the use of the Customer's Account, including the deposit account agreement, any funds availability agreement, electronic fund transfer agreement or disclosure, line of credit agreement, credit card agreement and the Bank's schedule of fees and charges.

"**Bill Pay Account**" (Bill Pay Account) means the Account the Customer has authorized the Bank to debit for payments made to Payee(s) in connection with CB&T e-Teller.

"**Bill Pay Service**" (Bill Pay Service) means the Bank's service that allows the Customer to pay or transfer funds to designated Payees based upon their instructions to the Bank via a personal computer.

"**Bill Pay Day**" (Bill Pay Day) means Monday - Friday. Holidays are not included. You may enter a bill payment with today as the Bill Pay Date until 12:00 P.M., CST.

? **Transfer Day?** (Transfer Day) means Monday - Friday, to 2:00 P.M., CST. Holidays are not included.

? **Business Day?** (Business Day) means any day the bank is open for substantially all of its services, currently Monday through Friday, 9:00 AM to 2:00 PM., CST. After 2:00 PM, CST, is next day's transaction. Holidays are not included.

? **Payment Day?** (Payment Day) means the date payment will be placed in the mail if the payee is set up to receive a check. If payee is set up to be credited electronically, the payment day is the date the Customer's account will be charged. The payee will receive credit within the following three business days.

"**Electronic**" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"**Home Banking Service**" or **CB&T e-Teller?** means collectively Online Account Access and Online Bill Pay services.

"**Payee**" means any individual, financial institution, educational institution, company, merchant or other business entity the Customer wishes to pay using CB&T e-Teller.

? Login ID? and "Password" means the confidential identification number or other code assigned to the Customer by the Bank or selected by the Customer for identification purposes in connection with the use of CB&T e-Teller.

"**Transfer**" means any electronic banking transaction, including a deposit, withdrawal, or bill payment made electronically.

II. Setup and Use of CB&T e-Teller.

A. Eligibility.

In order to activate CB&T e-Teller, the Customer must have at least one Account with the Bank. The Customer is assigned a CB&T e-Teller Login ID and a PASSWORD. The required monthly fee and other fees described in this Agreement will be charged to your designated account on the next statement cycle. The Bank may require the Customer to change their Password from time to time for security reasons. **The Customer should keep their Password in a secure location. Any person having access to the Customer's CB&T e-Teller Login ID and Password will be able to access their CB&T e-Teller services and perform all transactions, including reviewing Account information and making transfers to other Accounts and to other persons.**

B. Access.

CB&T e-Teller services are generally accessible 24 hours a day, seven days a week, except CB&T e-Teller services may be inaccessible for a reasonable period on a daily basis for system maintenance. The Bank is not liable under this Agreement for failure to provide access due to a system failure or due to other unforeseen acts.

The Bank may modify, suspend, or terminate access to CB&T e-Teller at any time and for any reason without notice or refund of fees the Customer has paid.

C. Equipment Requirements.

To use CB&T e-Teller, the Customer will need a computer with a modem and a web browser (such as Netscape Navigator[?], Microsoft Internet Explorer[?], or an equivalent). The Customer must also have an Internet account established. The Customer is responsible for the set-up and maintenance of their home computer and modem. The Bank is not responsible for any errors or failures from any malfunction of the Customer's computer or any virus or other problems related to the use of CB&T e-Teller.

D. Limitation of Liability.

1. Disclaimer of Warranties.

(a) Warranties of Fitness and Merchantability.

NEITHER CITIZENS BANK & TRUST CO., NOR ANY INFORMATION PROVIDERS, MAKE ANY WARRANTY, EXPRESS OR IMPLIED, TO THE CUSTOMER CONCERNING THE SOFTWARE, EQUIPMENT, BROWSER OR OTHER SERVICES INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, UNLESS DISCLAIMING SUCH WARRANTY IS PROHIBITED BY LAW.

(b) Computer-related Warranties.

Neither the Bank nor any information provider is liable for any computer virus or software-related problems which may be attributable to the services provided in connection with CB&T

e-Teller.

III. Home Banking Services.

A. Products and Services Offered.

The Customer may use CB&T e-Teller to:

1. Make transfers between Accounts the Customer may have with the Bank.
2. Obtain Account balances. The Customer's account balance is generally current as of 9:00 a.m. of a Business Day, but may not include current transactions (such as checks cashed at a teller on the Business day). In addition, the Customer's account balance may show funds that have been credited to their account but are not yet available for withdrawal.
3. Review the history of past transactions on the Customer's Account(s) over the previous 60 days.
4. Transfer money to pay the Customer's mortgage, home equity, personal, or other types of loans from Citizens Bank & Trust Company.
5. Send e-mail messages to the Bank.
6. Download account information in various formats.

The Customer may use CB&T Bill Pay to:

1. Pay bills to merchants, individuals and others located in the U.S.

These activities are limited to the extent noted below and in the agreements governing the Customer's various accounts. The Customer's ability to transfer funds from savings and money market deposit accounts using CB&T e-Teller are subject to the limitations described in the applicable account agreements. The Customer should refer to these agreements for restrictions and service charges.

B. Additional Information about CB&T e-Teller.

1. Account Access.

To use CB&T e-Teller, the Customer's account(s) must first be linked with the Bank to CB&T e-Teller. Any of the Customer's accounts may be designated as access accounts for the Customer's CB&T e-Teller account. The Bank recommends the Customer designate a checking account and not designate a money market deposit account or savings accounts because of the limits on transfers from a money market deposit account or savings accounts, which are discussed below.

The Customer may transfer funds through CB&T e-Teller in any amount between \$.01 and \$99,999.99.

The amount of fund transfer(s) from the Customer's Account will be deducted on the date the Customer instructs the Bank to process it. The Bank may refuse to act on the Customer's fund transfer(s) instruction if sufficient funds, including funds available under any overdraft plan, are not available in their account on the date the Customer wants the Bank to transfer funds.

2. Bill Pay Service.

To use the Bill Pay Service, the Customer must designate a personal checking or NOW account with the Bank as their Bill Pay Account. Money Market and Savings accounts cannot be designated as Bill

Payment Accounts.

The Customer may make bill payments in any amount between \$.01 and \$99,999.99. When the Customer schedules a bill payment using CB&T e-Teller, the Customer has authorized the Bank to withdraw the necessary funds from their Bill Pay Account. The Bank may refuse to act on the Customer's instruction if sufficient funds, including funds available under any overdraft plan, are not available in the Customer's Bill Pay Account on the date the Customer instructs the Bank to process their payment.

3. Processing Fund Transfers and Bill Pay.

The Bank can process a fund transfer on any Transfer Day. Transfers made after 2:00 p.m. will be processed the following business day. The Bank can process a Bill Payment on any Bill Pay Day. You may enter a bill payment with today as the payment date until 12:00 P.M.. A customer may schedule a funds transfer or bill payment for a future date that is a Bill Pay Day or a Transfer Day. If the date the Customer schedules a payment falls on a weekend or holiday, the Bank will process their instruction on the prior Bill Pay Day. If the date the Customer schedules a funds transfer falls on a weekend or holiday, the Bank will process their instruction on the following Transfer Day. If the Bank receives the Customer's instruction after the end of a Bill Pay Day or a Transfer Day, the Bank will process the transaction on the next Bill Pay Day or Transfer Day.

The Bank deducts the amount of the Customer's fund(s) transfer or electronic bill payment from their account on the scheduled Transfer Day or Bill Pay Day. If the customer selects to pay a bill payment by check method, the check will be printed and mailed on the Bill Pay Day. If the date the Customer schedules a fund(s) transfer falls on a weekend or holiday, the Bank will process their instruction the following Transfer Day. If the date the Customer schedules a bill payment falls on a weekend or holiday, the Bank will process their instruction the prior Bill Pay Day. If the Bank receives the Customer's instruction after the end of a Bill Pay Day or a Transfer Day, the Bank will process the transaction on the next Bill Pay Day or Transfer Day.

To ensure the Customer's payments arrive on time, the Customer must schedule their payments to be processed **at least five business days before** the payment due date. This generally allows sufficient time for the Payee to receive the Customer's payment. The Bank is not responsible for postal delays or processing delays by the Payee.

If there are insufficient funds in the Customer's Account to make the transfers or payments authorized, the Bank may refuse to make the transfer or payment or may make the transfer or payment and overdraw the Customer's Account. In either event, the Customer is responsible for any non-sufficient funds ("NSF") and overdraft charges that may apply.

When the Customer adds Payees to CB&T e-Teller, the Customer must be sure to enter their account number and address as they appear on the Customer's payment stub or invoice.

Occasionally a Payee may choose not to participate in the services, or may require additional information before accepting payments. The Bank will work with these Payees to encourage them to accept an electronic or check payment from the Bank. If the Bank is unsuccessful, or if the Bank believes the Payee cannot process payments in a timely manner, the Bank may decline to make future payments to this Payee. In the unlikely event that this occurs, the Bank will send the Customer a notice. The Bank may refuse to make payments to certain Payees.

4. How Bill Payments are Made.

The Bank processes the payments the Customer makes through CB&T e-Teller in one of the following ways:

The Bank may send payments through an electronic transmission to the Payee. Payees who receive electronic delivery will receive the Customer's payment information, including their account number, through a computer link.

Payments made electronically are generally received by most payees within **FOUR** business days.

The Bank will send payments by a bank check mailed to the Payee. The Bank will send all checks through the U.S. mail. Payments made with a bank check are generally received by most Payees within **five to eight** business days.

5. Canceling Fund Transfer(s) and Bill Payment(s).

If the Customer has told the Bank in advance to make regular payments out of their account, the Customer may cancel or modify any of these payments before the end of the Bill Pay Day or Transfer Day.

C. Transfer(s) from Savings/Money Market Deposit Accounts.

Federal regulations require the Bank to limit either by contract or in practice the number of certain types of transfers from savings and money market deposit accounts. The Customer is limited to six (6) preauthorized electronic fund transfers. Of these six transactions, the Customer is limited to no more than three transactions per month by check or point-of-sale. Each fund transfer or payment through CB&T e-Teller from the Customer's savings or money market deposit account is counted as one of the six (6) limited transfers the Customer is permitted each month. The Bank does not allow the Customer to use a money market deposit account or savings accounts as their Bill Pay Account because of these restrictions.

IV. Fees.

- A. The monthly service charge for CB&T e-Teller Bill Payment is \$5.00, which includes unlimited transactions. This charge is in addition to the fees and charges that apply to the Customer's Account(s). All fees will be deducted monthly from the Account the Customer designates as their Bill Pay Account. **Note: Commercial Bill Pay customers will receive five free transactions per monthly cycle, and thereafter will be charged \$0.35 per transaction in addition to the \$5.00 monthly fee.**
- B. The Customer should note that depending on how CB&T e-Teller is accessed other charges may be incurred. These include charges for:
- normal checking account fees and service charges,
 - Internet service provider fees; and
 - the purchase of financial management software.
- C. For savings accounts/money market deposit accounts, an excess transaction fee may apply to each transaction made through CB&T e-Teller exceeding the number of limited transactions the Customer may make each statement period. These fees are described in the Customer's deposit account agreement.
- D. For an inquiry about a transaction, the Bank may charge a research fee of \$15.00 an hour. The Bank will waive this fee if the Bank determines an error in processing the Customer's transaction was made by the Bank.

V. Parties' Responsibilities.

A. Responsibilities of the Customer.

1. The Customer's Rights and Responsibilities.

(a) Authorized Use of Services by Other Persons.

The Customer is responsible for keeping their Password and account data confidential. The Bank is entitled to act on transaction instructions received using the Customer's Password, and the Customer agrees the use of their Password will have the same effect as their signature authorizing the transaction. If the Customer authorizes other persons to use their Password in any manner, the Customer's authorization will be considered unlimited in amount and manner until the Customer has notified the Bank in writing that the authorization has been revoked and the Customer's Password has been changed. The Customer is responsible for any transactions made by such persons until the Bank has been notified by the Customer that transfers by that person are no longer authorized and the Bank has a reasonable opportunity to act upon the change of the Customer's Password.

(b) Reporting Unauthorized Transactions.

The Customer should notify the Bank immediately if their Password is believed to have been lost or stolen or that someone has transferred or may transfer money from the Customer's account without their permission or if the Customer suspects any fraudulent activity on their account. To notify the Bank call the Electronic Banking Department at 1.662.326.8047 between 9:00 a.m. and 4:00 p.m. during a Business Day or write Citizens Bank & Trust Co., Attn: Electronic Banking Department, P.O. Box 388, Marks, Mississippi 38646.

(c) Consumer Liability for Unauthorized Transactions.

NOTE: Federal law requires if the Customer believes their Password has been lost or stolen, and the Customer tells the Bank within two (2) business days after the Customer learns of the loss or theft, the Customer can lose no more than \$50 if someone used their Password without their permission.

Please tell the Bank **AT ONCE** if the Customer believes their Password has been lost or stolen. Telephoning is the best way of keeping the Customer's possible losses down. If the Customer does not notify the Bank promptly, it is possible the Customer could lose all the money in their Account(s) (plus their maximum overdraft line of credit). If the Customer tells the Bank within two (2) business days, the Customer can lose no more than \$50 if someone used their Password without their permission.

If the Customer does NOT tell the Bank within two (2) business days after the Customer learns of the loss or theft of their Password, and the Bank can prove someone could have been stopped from using their Password without their permission if the Customer had told the Bank, the Customer could lose as much as \$500.

Also, if the Customer's statement shows transfers the Customer did not make, tell the Bank at once. If the Customer does not tell the Bank within 60 days after the FIRST statement showing such a transfer was mailed to the Customer, the Customer may not get back any money lost after the 60 days, if the Bank can prove someone could have been stopped from taking the money if the Customer had told the Bank in time. The Customer's role is extremely important in the prevention of any wrongful use of their account. The Customer

must promptly examine their account statement upon receipt. If the Customer finds their records and the Bank's disagree, the Customer must call the Electronic Banking Department at **1.662.326.8047** immediately.

If an extenuating circumstance kept the Customer from telling the Bank, these time periods

may be extended.

(d) Resolving Errors or Problems.

If the Customer thinks their statement or receipt is wrong or if the Customer needs more information about a transfer listed on the statement or receipt, contact Citizens Bank & Trust at **1.662.326.8047** or write to **Citizens Bank & Trust Co., Attn: Electronic Banking Department, P. O. Box 388, Marks, Mississippi 38646** as soon as possible.

The Bank must hear from the Customer no later than 60 days after the Bank sent the FIRST statement on which the problem or error appeared. When the Customer contacts the Bank, the Bank's representative will need to know the following information:

- (1) the Customer's name and account number;
- (2) a description of the error or the transfer the Customer is unsure about, and an explanation of why the Customer believes it is an error or why the Customer needs more information; and
- (3) the dollar amount of the suspected error.
- (4) The date the suspected error appears on Customer's statement

If the Customer tells the Bank orally, the Bank may require that the Customer send the Bank their complaint or question in writing within ten (10) business days. The Bank will tell the Customer the results of the investigation within ten (10) business days (20 business days if the transfer involved a new account) after the Bank hears from the Customer and will correct any error promptly.

If the Bank needs more time, however, the Bank may take up to 45 days (90 days if the transfer involved a new account, point-of-sale debit card transaction or a foreign-initiated transfer) to investigate the Customer's complaint or questions. If the Bank decides to do this, the Customer's account will be provisionally credited within ten (10) business days (20 business days if the transfer involved a new account) for the amount the Customer thinks is in error, so the Customer will have the use of the money during the time it takes the Bank to complete the investigation. If the Bank asks the Customer to put their complaint or question in writing and the Bank does not receive it within ten (10) business days, the Bank may not provisionally credit the Customer's account.

If we decide there was no error, we will send you a written explanation within three business days after we complete our investigation. You may ask for copies of the documents that we used in our investigation.

An account is considered a new account for 30 days after the first deposit to the account was made.

B. The Bank's Responsibilities.

1. The Bank's Rights and Responsibilities.

(a) The Bank's Responsibility for Processing Transactions.

If the Bank does not complete a transfer to or from the Customer's Account (or cancel a transfer properly requested) on time or in the correct amount according to the Bank's agreement with the Customer, the Bank is liable for the Customer's losses or damages.

(b) **Limitations of the Bank's Responsibility for Processing Transactions.**

There are some exceptions to the Bank's liability for processing transactions on the Customer's Account(s). The Bank will not be liable, for instance:

- (1) if, through no fault of the Bank, the Customer does not have enough money in their Account to make the transfer;
- (2) if the transfer would go over the credit limit on the Customer's overdraft line;
- (3) if the funds in the Customer's Account(s) were attached or the transfer cannot be made because of legal restrictions affecting their Account;
- (4) if the systems were not working properly and the Customer knew about the breakdown when the transfer was initiated;
- (5) if circumstances beyond the Bank's control (such as interruption of telephone service or telecommunication facilities, or natural disaster such as a fire or flood) prevent the transfer, despite reasonable precautions the Bank has taken;
- (6) if the Customer has not provided the Bank with complete and correct payment information, including without limitation the name, address, account number and payment amount for the Payee on a bill payment;
- (7) if the Customer has not properly followed the instructions for using CB&T e-Teller;
- (8) if the Customer's operating system or software was not properly installed or functioning properly; or
- (9) there may be other exceptions stated in the Bank's agreement with the Customer.

The Bank's sole responsibility for an error in a transfer will be to correct the error, but in no case will the Bank be liable for any indirect, special, incidental or consequential damages. In states which do not allow the exclusion or limitation of liability for indirect, special incidental or consequential damages, the Bank's liability is limited to the extent permitted by applicable law.

VI. The Customer's Privacy and Confidentiality.

A. Sharing the Customer's Personal Information with Others.

The Bank recognizes the importance of protecting the confidentiality of the Bank's customers personal information. Personal information includes all of the personally identifying information the Customer provides the Bank in connection with their Account(s) and their use of CB&T e-Teller. However, the Bank may disclose personal information about the Customer to third parties:

1. If the Bank has entered into an agreement with another party to provide any of its CB&T e-Teller services, the Bank will provide that party with information about the Customer's Account, their Transfers, and their communications with the Bank in order to carry out the Customer's instructions;
2. If it is necessary for completing Transfers or otherwise carrying out the Customer's instructions;
3. If it is necessary to verify the existence and conditions of an Account for a third party, such as a credit bureau, a payee, or any holder of a check issued by the Customer through the Bill Pay Service;
4. In order to comply with applicable laws, government agency rules or orders, court orders, subpoenas or other legal process or in order to give information to any government agency or official having legal authority to request such information; or
5. If the Customer otherwise gives the Bank their specific permission.

VII. Termination.

The Customer's CB&T e-Teller services remain in effect until terminated by the Customer or the Bank. The Customer may cancel their CB&T e-Teller services at any time by notifying the Bank of their intent to cancel in writing at Citizens Bank & Trust Co., Attn: Electronic Banking Department, P. O. Box 388, Marks, Mississippi

38646. This cancellation applies only to the Customer's Home Banking Services and does not terminate their other relationships with the Bank. **The Customer's termination of their CB&T e-Teller services will automatically terminate any pending payments.**

The Bank may terminate the Customer's participation in CB&T e-Teller for any reason, at any time. The Bank will try to notify the Customer in advance, but the Bank is not obligated to do so.

VIII. Changes in Terms and other Amendments.

The Bank may amend this Agreement (including changes in fees and charges) by giving notice to the Customer at least thirty days before the effective date of the amendment, unless such change or amendments otherwise required by law or applicable regulation. The Customer's continued use of CB&T e-Teller constitutes their agreement to the amendment(s). The terms of the Customer's other account agreements shall continue to apply.

X. Other Provisions.

A. Ownership of Website.

The content, information and offers on the Bank's website are copyrighted by Citizens Bank & Trust and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited.

B. Geographic Restrictions.

CB&T e-Teller services described in this Agreement and any application for consumer credit, deposit services, and brokerage services available at our web site are solely offered to citizens and residents of the United States of America residing in the United States of America. Citizens and residents may not be able to access CB&T e-Teller outside the United States of America.

C. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of Mississippi without regard to conflict of law provisions. The Customer's existing Account relationships shall continue to be governed by and construed in accordance with the laws as disclosed in such Account agreements.

D. Scope of Agreement.

This Agreement represents the Bank's complete agreement with the Customer relating to the Bank's provision of CB&T e-Teller services. No other statement, oral or written, including language contained in the Bank's web site, unless otherwise noted, is part of this Agreement.

E. Assignment and Delegation.

This Agreement may not be assigned by the Customer. The Bank may assign this Agreement to any affiliate of the Bank. The Bank may delegate its duties under this Agreement to third parties.

F. Headings.

The headings of the paragraphs of this Agreement are for convenience and reference and shall not affect its construction or interpretation.

In witness whereof, the undersigned parties have duly executed this Agreement as of the date first stated above.

I hereby acknowledge having received a copy of this agreement, and by signing below I request enrollment for the Bank's Internet Banking service. I **do/do not** wish to sign up for the Internet Bill Payment Service.

(Customer's Name - Printed)

Citizens Bank & Trust

Customer's Signature

By: _____

Title:

Customer's Signature

Date

Exhibit "A"
Citizens Bank & Trust Company
P.C. Access Information Form

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____

e-Mail Address _____
(MUST HAVE)

Social Security Number: _____

Accounts to be Accessed via CB&T e-Teller:

1. _____ (Must Be Checking or Now Acct.)
I designate this account as my primary CB&T e-Teller Account (See Article III.B.1.)
2. _____ (Must Be Checking or Now Acct.)
I designate this account as my Bill Payment Account (See Article III.B.2.)
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

I hereby certify that the information contained herein is correct and that I have the authority to execute this form and the attached Internet Banking Customer Agreement and to access each of the accounts listed above.

Date: _____

By: (Print) _____

Within 24 hours of signing this agreement you will be e-Mailed an Identification (ID) Code and Password (PW) with

instructions to help you begin CB&T Co.'s e-Teller services. The CB&T Co.'s e-Teller home page address is <http://www.cbt-co.com>.